

Invitation to Bid

Dear Sir / Madam

Subject: KPC/2001/24 - Invitation to Bid for Workshop Tools and Equipment for the Kosovo Protection Corps

Closing date: 20th February, 2001, 1400 hours LT.

- (1) The United Nations Interim Administration in Kosovo/Civil Administration (UNMIK/CA), Department of Civil Security and Emergency Preparedness hereby invites sealed bids from eligible suppliers for the supply of Workshop Tools / Equipment for the Kosovo Protection Corps on "as and when required basis " and according to the requirements stated in the following documents.
- (2) The Solicitation Documents include:

Section I:	Instructions to bidders
Section II:	Scope and Price Sheet
Section III:	Bid Submission Form
Section IV:	General Terms and Conditions
- (3) Bids are invited for complete packages only. Bidders may bid for any one or more of the following packages:

Package 1	Automotive Hand tools
Package 2	General Workshop Tools
Package 3	Specialized Workshop Tools
Package 4	Equipment' for Tyre Repairs
- (4) Bids must be delivered to UNMIK/Civil Administration under the address below at or before 20th February 2001, 1400 hours. Bids sent by fax or e-mail will be sealed immediately after receipt and kept under lock until the official bid opening, which is scheduled to be held the following day, i.e. 21st February 2001, at 14hours L.T. In any case, the original bid should be sent by mail or courier service and reach this office not later than 10 days after the deadline for submission.
- (5) Further information can be obtained from UNMIK/Civil Administration under the address below.

UNMIK/Civil Administration
RoomC/401
Government Building
Mother Teresa St., Pristina, Kosovo
Phone: +1 212 963 8442 ext. 5827, 5563
or +381 38 500 223 ext. 5827, 5563
Fax: +381 38 501 397 ext. 5807
e-mail: dawoodi2000@yahoo.com

Section I

Instructions to bidders

A. Cost of bid

1. The bidder shall bear all costs associated with the preparation and submission of the bid. UNMIK/CA will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the solicitation.

B. Solicitation Documents

2. Examination of Solicitation Documents

The bidder is expected to examine all corresponding instructions, forms, terms and specifications contained in the solicitation documents. Failure to comply with these documents will be at the bidder's risk and may affect the evaluation of the bid.

3. Clarification of Solicitation Documents

A prospective bidder requiring any clarification of the solicitation documents may notify UNMIK/CA in writing sent by mail, fax or e-mail.

UNMIK/CA will respond in writing to any request for clarification of the solicitation documents that it receives earlier than one week prior to the deadline for the submission of bids. Written copies of UNMIK/CA's response (including an explanation of the query but without identifying the source of inquiry) will be sent to all prospective bidders that have received the solicitation documents.

4. Amendments of Solicitation Documents

At any time, UNMIK/CA may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective bidder, amend the solicitation documents.

All prospective bidders that have received the solicitation documents will be notified in writing of all amendments to the solicitation documents.

In order to afford prospective bidders reasonable time in which to take the amendments into account in preparing their offers, UNMIK/CA may, at its discretion, extend the deadline for the submission of bids.

C. Delivery Terms

5. CIP Pristina, Kosovo (Incoterms 2000).
UNMIK/CA may decide to appoint a separate freight forwarder to handle the shipment.

D. Delivery Time

6. Delivery Time should be understood as the time the goods should be available at the location indicated under Delivery Terms. Here, Working tools/equipment for the Vehicles of KPC as mentioned in Section II should be delivered as per Agreement as mentioned in Delivery Terms thereof. and Delay beyond the agreed delivery time will result in liquidated damages as per the General Terms and Conditions.

Delivery time on itemize basis will be as summed up below.

- Automotive Hand Tools- Within 15days
- General Workshop equipment 30days
- Specialized Workshop Equipment 60days
- Equipment for tyre repair 60days

The subject goods shall be supplied at KPC Logistics in Toke Bashqe, Pristina

E. Preparation of Bids

7. Language of the bid

The bids prepared by the bidder and all correspondence and documents relating to the bid exchanged by the bidder and UNMIK/CA shall be written in the English language.

8. Documents comprising the bid

The bid must comprise the following:

- (a) Bid submission form, duly completed and signed by the bidder
- (b) Itemized prices in German Mark (DEM) or Euro (EUR) with clear statement of discrepancies, if any, to given specifications indicating also country of origin of the offered items. Freight costs should be quoted separately. The attached Scope and Price Sheet (Section II) should be used in preparing the price proposal.
- (c) Delivery Time CIP Pristina, Kosovo
- (d) Statement regarding validity of bid.
- (e) Confirmation of acceptance of the General Terms and Conditions (attached) and standard payment terms.
- (h) Name & address of your local agent, if applicable.
- (j) Estimated weight/volume of the consignment (if shipped from abroad).

9. Period of validity of bids

Bids shall remain valid for 30 days after the date of bid submission prescribed by UNMIK/CA, pursuant to the deadline clause. A bid valid for a shorter period may be rejected by UNMIK/CA on the grounds that it is non-responsive.

In exceptional circumstances, UNMIK/CA may solicit the bidder's consent to an extension of the period of validity. The request and the responses thereto shall be made in writing. A bidder granting the request will not be required nor permitted to modify its bid.

F. Submission of Bids

10. Sealing and marking of bids

The bidder shall seal the bid in an envelope, as detailed below. The outer envelope shall be:

- (a) Addressed as follows:

Gul Dawoodi
Civil Affairs Officer
Dept. of Civil Security and Emergency Preparedness
UNMIK/Civil Administration
Government Building, Office 401/c or 304 /E
Mother Teresa St., Pristina, Kosovo

- (b) Marked with **“KPC/2001/24 ” and “Do not open before 21st February 2001”.**

11. Late bids

Any bid received by UNMIK/CA after the deadline for submission of bids will be rejected and/or returned unopened to the bidder.

12. Modification and withdrawal of bids

The bidder may withdraw its bid after submission, provided that written notice of the withdrawal is received by UNMIK/CA prior to the deadline for submission.

No bid may be modified subsequent to the deadline for submission of bids.

No bid may be withdrawn in the interval between the deadline for submission of bids and the expiration of the period of validity.

G. Opening and Evaluation of Bids

13. Opening of bids

UNMIK/CA will open the bids on 21st February 2001, at 14:00 hours L.T.

14. Clarification of Bids

To assist in the examination, evaluation and comparison of bids UNMIK/CA may, at its discretion, ask the bidder for clarification of its bid. The request for clarification and the response shall be in writing and no change in price or substance of the bid shall be sought, offered or permitted.

15. Preliminary examination

UNMIK/CA will examine the bids to determine whether they are complete, whether any computational errors have been made, whether the documents have been properly signed, and whether the bids are generally in order.

Arithmetical errors will be rectified on the following basis: If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected. If the contractor does not accept the correction of errors, its bid will be rejected. If there is a discrepancy between words and figures the amount in words will prevail.

Prior to the detailed evaluation, UNMIK/CA will determine the substantial responsiveness of each bid to the Invitation to Bid (ITB). For purposes of these clauses, a substantially responsive bid is one, which conforms to all the terms and conditions of the ITB without material deviations. UNMIK/CA's determination of a bid's responsiveness is based on the contents of the bid itself without recourse to extrinsic evidence.

A bid determined as not substantially responsive will be rejected by UNMIK/CA and may not subsequently be made responsive by the bidder by correction of the non-conformity.

16. Evaluation of bids

The following criteria will be taken into account in the bid evaluation:

- (a) Overall responsiveness with a specific reference to quality and pricing the items
- (b) Compliance to given specifications
- (c) Price of equipment delivered CIP Pristina, Kosovo;
- (d) Committed Time Delivery
- (e) Assurance of quality of products (supply source, warranty etc)
- (f) Assurance of adaptability of power/electricity system in Kosovo.
- (g) Acceptance of UNMIK/CA's Terms and Conditions for procurement of goods
- (h) Past performance record

H. Award of Contract

17. Award criteria

UNMIK/CA will award the contract to the lowest priced as well as to the technically qualified bidder. UNMIK/CA reserves the right to accept or reject any bid, and to annul the solicitation process and reject all bids at any time prior to award of contract, without thereby incurring any liability to the affected bidder(s) or any obligation to provide information on the grounds for its action.

18. UNMIK/CA's right to vary requirements at time of award

Partial bids may not be considered. UNMIK/CA reserves the right at the time of award of contract to vary the quantity of the goods specified in the ITB without any change in price or other terms and conditions.

19. Notification of award

Prior to the expiration of the period of bid validity, UNMIK/CA will notify the successful bidder in writing by letter or by fax or e-mail, to be confirmed in writing by letter, that its bid has been accepted.

The notification of award will constitute the formation of the contract.

20. Signing of the contract

Within 10 days of receipt of the Contract Form, the successful bidder shall sign and date the contract and return it to UNMIK/CA.

21. Bid Award Schedule

Bids due: 20th February 2001
 Bid Evaluation (Tentative): 22nd February 2001
 Contract Notification (Tentative): 28th February 2001

Section II





Scope and Price Sheet

Workshop Tools and Equipment

Note: Albanian translation is only approximate and not binding.

All tools and equipment should be of high quality for professional use.

Package I - Automotive Hand Tools

Nr	Name	Emërtimi	Unit	Qty	Specifications	Unit price	Discount	Total price
1	Wrench set small, double with open ends	Çelsa të formës U	set	30	Covering all standard sizes from (6x7) through (30x32) mm.			
2	Wrench set large, double with open ends	Çelsa të formës U	set	30	Covering all standard sizes from (4x5) through (50x55) mm.			
3	Wrench set, double with box ends, offset	Çelsa formë Sy	set	30	Covering all standard sizes from (5,5x7) through (41x46) mm.			
4	Torque socket set, double ends, L form	Çelsa si gypa forma L	set	30	Covering all standard sizes from 5 through 32 mm.			
5	Torque socket set, double ends	Çelsa si gypa të drejtë	set	30	Covering all standard sizes from (6x7) through (36x41) mm.			
6	Double box flex wrench set	Çelsë poligon busolla	set	30	Covering all standard sizes from (6x7) through (30x32) mm.			
7	Socket set	Çelsa gidore 	set	30	1/2", complete set covering all standard sizes from 8 through 32 mm and handles and ratchet.			
8	Socket set	Çelsa gidore 	set	30	3/4", complete set covering all standard sizes from 19 through 60 mm and handles and ratchet.			
9	Socket set	Çelsa gidore 	set	30	1.1/2", complete set covering all standard sizes from 46 through 120 mm and handles and ratchet.			
10	Hex key set	Imbusa 	set	30	Covering all standard sizes from 1,5 - 36 mm.			
11	Adjustable pipe wrench, Swedish type	Dana për uji	pce	40	45°, min. length 500 mm, min. capacity 2" Ø			
12	Locking wrench	Dana shtërnguese	pce	40	Min. length 190 mm.			
13	Pliers, universal slip joint, medium	Dana univerzale	pce	30	Min. length 180 mm, plastic covers on handles			
14	Pliers, needle nose, large	Dana	pce	30	Min. length 200 mm, plastic covers on handles			
15	Pliers, needle nose 45°, small	Dana	pce	30	Min. length 160 mm, plastic covers on handles			

16	Pliers, needle nose 45°, large	Dana	pce	30	Min. length 200 mm, plastic covers on handles			
17	Pliers, tongue & groove	Dana me kaçep	pcs	30	Min. length 400 mm, plastic covers on handles			
18	Pliers, cutter	Dana mod.harmonike Gërrshër	pcs	40	Min. length 200 mm, capacity 2,5 mm Ø 2000N/mm ²			
19	Bolt cutter, heavy duty	Dana për prerje të armatures	pcs	20	Min. length 350 mm. Plastic covers on handles.			
20	Wire stripper	Dana për zhveshjen e kablllove	pcs	15	Min. capacity Ø: (6-25) mm			
21	Snips-cut right, offset, heavy duty	Gërrshër lamarine	pce	40	Min. length 250 mm, with plastic covered handles.			
22	Snips-cut left, offset, heavy duty	Gërrshër lamarine	pce	40	Min. length 250 mm, with plastic covered handles.			
23	Pencil size utility knife	Skalpera	pce	40	With standard sized snap-off blades.			
24	Hacksaw 12"	Sharrë dore, al impregnuar	pce	50	With changeable blades for iron. Adjustable blades 90 degrees.			
25	Screwdriver set	Kaqavida	set	30	Complete set of min. 20 screwdrivers covering all standard sizes Ø 2,5 - 8 mm, both slotted and phillips.			
26	Screwdriver with circuit tester	Llampa provuese	pcs	50	110-380 V with cord			
27	Screwdriver with phase tester	Llampa provuese	pcs	50	110-380 V			
28	Spare bulbs for tester	Poqa për llampën provuese	pcs	50	For item no. 26 and 27			
29	Insulating tape	Shirit izolues	rolls	400	Black. Min. length/width 1000/15 mm.			
30	Carpenters pencil	Laps për mjeshtër	pce	50	Min. length 175 mm.			
31	Pocket meters	Metra Xhepi	pce	120	Metal tape in container, length 2000 mm.			
32	Aluminium level	Libella nga Alumini	pce	60	Min. length 600 mm.			
33	Aluminium level	Libella nga Alumini	pce	20	Min. length 1200 mm.			
34	Chisel for concrete	Dalta për beton	pce	30	Min. length/width 250/60 mm.			
35	Pin punch chisel for concrete	Dalta betoni	pce	30	Min. length 400 mm, plastic cover on handle.			
36	Automatic chisel	Dalta automatike	pce	30	Min. length 150 mm.			
37	Retreader set	Dana për vida	set	40	Complete set with handle and min. 6 dies sized 5/4, 3/8, 1/2, 3/4, 1, 1.1/4			
38	Electric soldering iron	Salduese kallai	pcs	10	With pistol grip, 220V, min. 100 W.			
39	Lever-type grease gun	Lyerse me mast pneumatike	pce	10	With hose and 2 different standard sized couplers.			

Total price

Package 2 - General Workshop Equipment

Nr	Name	Emërtimi	Unit	Qty	Specifications	Unit price	Discount	Total price
40	Portable grease pump	Lyerse pneumatike bure	pce	1	Min. capacity 10 kg			
41	Metal drawer rack for tools	Kasetë për vegla	pce	30	On wheels, min. 6 drawers, dimension approx. 80x40x80 cm			
42	Road emergency service trolley	Bigë me rrotë dhe çevërrm	pce	6	Min. carrying capacity 1,2 ton.			
43	Cradle for workshop	Jastak për mjeshtër, për shtrirje nën automjet	pce	10	Metal plate with wheels and completely stuffed, min. length 1000 mm.			
44	Trolley for gas cylinders	Karroçë dore për bartjen e mbushjeve me gaz	pce	7	Min. carrying capacity 0,2 ton.			
45	Sack carrying trolley	Karroçë dore për pesha të ndryshme	pce	10	Min. carrying capacity 0,2 ton.			
46	Trolley hydraulic jack, small	Vinq hidraulik për automjete	pce	50	Min. capacity 5 ton.			
47	Trolley hydraulic jack, large	Vinq hidraulik për automjete	pce	15	Min. capacity 10 ton.			
48	Hydraulic bottle jack, small	Vinq hidraulik për auto.	pce	15	Min. capacity 15 ton.			
49	Trolley hydraulic crane, small	Vinq hidraulik për heqjen e motorrve	pce	3	Min. capacity 1,5 ton, range approx. 1300-1800 mm, height approx. 2500 mm.			
50	Trolley hydraulic crane, medium	Vinq hidraulik për heqjen e motorrve	pce	3	Min. capacity 2 ton, range approx. 1500-2000 mm, height approx. 3000 mm.			
51	Trolley hydraulic crane, large	Vinq hidraulik për heqjen e motorrve	pce	3	Min. capacity 3 ton, range approx. 1800-2300 mm, height approx. 3500 mm.			
52	High-pressure washing appliance	Makinë për autolarje	pce	6	Complete, diesel operated water heating, pump pressure capacity min. 140 bar, 220 V, internal tanks for diesel and detergent, on wheels.			

Total price

**Package 3 - Specialized Workshop
Equipment**

Nr	Name	Emërtimi	Unit	Qty	Specifications	Unit price	Discount	Total price
53	Hydraulic stand press, large	Prese hidraulike	pce	5	Equiped with hand pump, min. capacity 10 ton, automatic return, ram stroke min. 180 mm, min. press height 350 mm.			
54	Electromechanical 2-post auto lift	Vinq dy shtyllësh për automjete	pce	3	Min. capacity 2.5 ton, 3/380 V			

Total Price

Package 4 - Equipment for Tyre Repair

Nr	Name	Emërtimi	Unit	Qty	Specifications	Unit price	Discount	Total price
55	Tyre changer, large	Demonterkë për goma	pce	1	Complete, for trucks, tractors and earthmoving vehicles with wheels from 14" to 56", 3/380 V.			
56	Tyre changer, medium	Demonterkë për goma	pce	1	Complete, for trucks, buses and commercial vehicles with wheels from 14" to 26", 3/380 V.			
57	Tyre changer, small	Demonterkë për goma	pce	7	Complete, fully automatic, for rims from 10" to 22,5", 3/380 V.			
58	Stationary wheel balancer	Ballansuese e gomave	pce	3	Complete, microprocessor based with self-calibration and self diagnosis capability, automatic spin and gauge, 220 V.			
59	Wheel aligner	Apart për reglazhimin e automjeteve	pce	1	Complete, digital microprocessor with color monitor, keyboard and software, 220 V.			

Total Price

Section III
Bid Submission Form

To: UNMIK/Civil Administration
Prishtina, Kosovo

Dear Sir / Madam,

Having examined the Solicitation Documents, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to supply and deliver the Working tools for Vehicles for the sum as may be ascertained in accordance with the Price Schedule attached herewith and made part of this bid.

We undertake, if our bid is accepted, to commence and complete delivery of ordered goods specified in the contract within the time frame stipulated.

We understand that you are not bound to accept any bid you may receive.

Dated this ____ day of _____ 2001.

Signature

In the capacity of

Duly authorized to sign bid for and on behalf of _____

Section IV

General Terms and Conditions for Procurement of Goods

1. Application

Unless otherwise agreed upon between UNMIK/CA (Purchaser) and the Supplier, the following General Terms and Conditions shall apply.

2. Acknowledgment of Purchase Order

Acceptance of a Purchase Order shall form a binding Contract between the Purchaser and the Supplier.

Acceptance shall be done by signing and returning the acknowledgment copy of the Purchase order. The rights and obligations of the parties shall, upon acceptance, be governed exclusively by the terms and conditions of the Purchase order. No additional or inconsistent provisions proposed by the Supplier shall be binding on UNMIK/CA unless agreed to in writing by a duly authorized official of UNMIK/CA.

3. Delivery Time and Terms

Delivery Time shall be understood as the time at which the goods shall be available at the location indicated under Delivery Terms. The Delivery Terms refer to ICC INCOTERMS 2000.

4. Payment Terms

- (a) UNMIK shall, on fulfillment of the Delivery Terms, make payment within 30 days of receipt of the Supplier's invoice for the goods and copies of customary shipping documents or forwarder's certificate of receipt (FCR). Payment will normally be made in German Marks (DEM) or Euros (EUR). UNMIK/CA does not issue Letters of Credit.
- (b) Unless authorized by UNMIK/CA, a separate invoice must be submitted in respect of each Purchase order. Each invoice shall indicate the identification number of the corresponding Purchase Order.
- (c) Prices may not be increased except by express written agreement of UNMIK/CA.

5. Tax Exemption

The price shall reflect tax exception in line with United Nations immunities.

6. Export License

The Supplier must obtain any export license or other governmental authorization required. UNMIK/CA will do everything in its power to assist. In the event of refusal thereof, the purchase order will be annulled and all claims between the parties automatically waived.

7. Inspection

- (a) UNMIK/CA reserves the right to inspect the goods at any time facilitated by the Supplier.
- (b) Inspection prior to shipment does not relieve the Supplier from his contractual obligations.
- (c) The consignee shall have a reasonable time after delivery of the goods to inspect them and to reject and refuse acceptance of goods not conforming to the Purchase order; payment shall not be deemed an acceptance of the goods.

8. Packing

As a minimum, the packing shall be in accordance with the commercial standards of export packing for goods according to the Purchase order. In addition, special care shall be taken to safeguard the goods to withstand rough handling and exposure to extreme and dusty climate conditions in developing countries. Goods, sensitive to moisture shall be packed in moisture proof packages with suitable desiccates. The Supplier is responsible for any damages or loss, which can be shown to have resulted from faulty or inadequate packing. Packing, labeling and other documentation of hazardous materials shall conform to regulations as issued by the International Maritime Organization (IMO) or International Air Transport (IATA) or any regulatory body having jurisdiction in the particular case.

9. Fitness of Goods including Packaging

The Supplier warrants that the goods, including adequate packaging, conform to the specifications and are fit for the purposes for which such goods are ordinarily used and for the purpose expressly made known to the Supplier by UNMIK/CA, and are free from defects in workmanship and materials. This warranty is without prejudice to any further guarantees from the Supplier.

10. Warranty

- (a) If, within 12 months after the goods have been put into service, any defects are discovered or arise in the normal course of usage, the Supplier shall remedy the defect either by replacement or by repair.
- (b) The Supplier warrants that the use by UNMIK/CA of the goods covered by this Purchase order is not an infringement under current law of any patent, copyright, trade name or trademark. In addition, the Supplier shall, pursuant to this warranty, indemnify, defend and hold harmless UNMIK/CA and the United Nations from

any action or claim brought against UNMIK/CA or the United Nations pertaining to alleged infringement of a patent, design, trade-name or trade-mark arising from this Purchase order.

11. Performance Security

The successful Bidder shall, upon request, be prepared to furnish the Purchaser with Performance Security in the form of a Bank Guarantee by a recognized bank valid for the entire warranty period. The amount of this security shall be 10 % of the Purchase order value, which shall be furnished within 30 days of notification of award. The security will be returned to the Contractor within 14 days of completion of the Purchase order, including any warranty obligations.

12. Liquidated damages

Delayed delivery beyond the agreed delivery time shall cause payment by the Supplier of liquidated damages in an amount of 0.5 % per week of the value of the Purchase order up to a period of 8 weeks. Thereafter, UNMIK/CA has the right to cancel the Purchase order.

13. Rights of UNMIK/CA

In case of failure by the Supplier to perform under the terms and conditions of the Purchase order but not limited to failure to obtain necessary export licenses or to make delivery of all or part of the goods by the agreed delivery date or dates, UNMIK/CA may, after giving the Supplier reasonable notice to perform and without prejudice to any other rights or remedies, exercise one or more of the following rights:

- (a) Procure all or part of the goods from other source, in which event UNMIK/CA may hold the Supplier responsible for any excess cost necessitated thereby,
- (b) Refuse to accept delivery of all or part of the goods,
- (c) Terminate the Purchase order.

14. Force Majeure

Neither party to the Purchase order shall be held responsible for the delay in fulfillment thereof due to Force Majeure such as strikes, lockouts, war, civil unrest or other factors outside its control.

15. Assignments and Insolvency

- (a) The Supplier shall not, except after obtaining written consent of UNMIK/CA assign, transfer, pledge or make other disposition of this Purchase order or any part thereof, or any of the Supplier's rights or obligations under this Purchase order.
- (b) Should the Supplier become insolvent or should control of the Supplier change by virtue of insolvency, UNMIK/CA may, without prejudice to any other rights or remedies, terminate this Purchase order by giving the Supplier written notice of termination.

16. Arbitration

All disputes arising in connection with the present Purchase order shall be finally settled by the United Nations Commission on International Trade Law (UNCITRAL) Arbitration rules as at present in force. The parties to the Purchase order shall be bound by any arbitration award rendered as a result of such arbitration as the final adjudication to any claims.

17. Immunity from Suit

Nothing contained in the Purchase order shall be deemed a waiver, expressed or implied, of any privilege or immunity which UNMIK/CA may enjoy, whether pursuant to the Convention on Privilege and Immunities of the United Nations or any other convention, agreement, law, order or decree of an international or national character or otherwise.

18. Prohibition of Advertising

The Supplier shall not advertise or otherwise make public that the Supplier is furnishing goods or services without specific permission of UNMIK/CA.

The Supplier shall not use the name, emblem or official seal of the UN or UNMIK/CA for any purpose.

19. Shipping and Invoicing Instructions

Special instructions may be given in the Purchase order.